UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

: :

NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO:

EFG Bank AG ("Transferor")

Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland

Attn: Isabel Faragalli

2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55837 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019

Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in <u>Exhibit C</u> hereto.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:**
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

| | SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE |
|---------------------|--|
| | Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer. |
| 4. TIME OUR I | If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING. |
| | CLERK |
| FOR (| CLERK'S OFFICE USE ONLY: |
| This no | otice was mailed to the first named party, by first class mail, postage prepaid on, 2009 |
| INTER | NAL CONTROL NO |
| Copy: | (check) Claims Agent Transferee Debtors' Attorney |
| | Deputy Clerk |

EXHIBIT A

[Proof of Claim]

| | Bankruptcy Court/Southe ers Holdings Claims Proce | | LEHMAN SEC | CURITIES PROGRAMS |
|--|---|---|--|--|
| c/o Epiq Bankr FDR Station, P New York, NY | uptcy Solutions, LLC 2.O. Box 5076 | | PRO | OF OF CLAIM |
| In Re: Lehman Brothe Debtors. | ers Holdings Inc., et al., | Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) | Lehman Bro | Southern District of New York others Holdings Inc., Et Al. 3-13555 (JMP) 0000055837 |
| based on Le | orm may not be used hman Programs Secul lehman-docket.com a | to file claims other than tho rities as listed on s of July 17, 2009 | se | |
| Creditor) EF Ba P.(80 Sv At | G Bank AG shnhofstrasse 16 O. Box 2255 122 Zurich vitzerland tn: Isabel Faragalli | 20 N A Te E | be sent if different from freenberg Traurig LLP 00 Park Avenue ew York, NY 10166 ttn: Maria DiConza elephone number: (212) 801-1278 mail: diconzam@gtlaw.com | Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: |
| (Same as above |) | be sent (if different from above) | | Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. |
| 1. Provide the Programs Secur and whether such dollars, using the your may attach Amount of Cla Check this b 2. Provide the this claim with rewhich this claim with rewhich this claim International S 3. Provide the Cappropriate (each) | total amount of your claim ities as of September 15, 2 ch claim matured or became exchange rate as applica a schedule with the claim im: \$\frac{\text{See Exhibit A to}}{\text{ox}}\$ ox if the amount of claim International Securities International | efford, whether you owned the Leni en fixed or liquidated before or aftible on September 15, 2008. If you amounts for each Lehman Program Attachment to Proof of Claim includes interest or other charges identification Number (ISIN) for each man Programs Security, you make the company of the | urities. Your claim amount must be man Programs Securities on Septem er September 15, 2008. The claim is are filing this claim with respect to ms Security to which this claim relation addition to the principal amount and Lehman Programs Security to way attach a schedule with the ISINs to Attachment to Proof of Claim conic Reference Number, or other day for which you are filing a plain. | due on the Lehman Programs Securities. which this claim relates. If you are filing for the Lehman Programs Securities to (Required) epository blocking reference number, as |
| than one Lehmar relates. Clearstream Ba number: | n Programs Security, you | may attach a schedule with the Blo uroclear Bank Electronic Instru | a securities on your behalf). If you beking Numbers for each Lehman I ction Reference Number and or o | are filing this claim with respect to more programs Security to which this claim with reference |
| accountholder (i. | e. the bank, broker or other | | on your behalf). Beneficial holders | r Lehman Programs Securities for which participant account number from your s should not provide their personal account |
| | eam # 32441 | (Requ | | l. |
| disclose your ide reconciling claim | ntity and holdings of Lehr as and distributions. | am Bank or Other Depository: zed, Euroclear Bank, Clearstream man Programs Securities to the De | By filing this claim, you Bank or other depository to obtors for the purpose of | OCT 2 9 2009 |
| Date. 10/26/09 | number if different from any. | filing this claim must sign it. Sign person authorized to file this claim in the notice address above. Attach | and state address and telephone copy of power of attorney, if | EPIO BANKRUPTCY SOLUTIONS, LLC |
| Penalty | for presenting fraudulent | claim: Fine of up to \$500,000 or | imprisonment for up to 5 years, or | both 1811 S C 88 152 and 3571 |

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INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a gebt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the. debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

NY239,874,361v1



EFG Bank Bahnhofstrasse 16 / P.O. Box 2255 8022 Zurich / Switzerland +41 44 226 17 17 Telephone Facsimile +41 44 226 17 26 www.efgbank.com

POWER OF ATTORNEY

In connection with the filing of claims against Lehman Brothers Holdings Inc. in accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the United States Bankruptcy Court for the Southern District of New York (the "Lehman Bar Date Order"), EFG Bank AG, Zurich (the "Company") hereby appoints Maria DiConza from Greenberg Traurig, LLP (the "Attorney"; which expression shall include any substitute attorney appointed hereunder) to act as our true and lawful attorney-in-fact with power to:

- (i) Sign and submit the claims filed pursuant to the Lehman Bar Date Order registered in the name of EFG Bank AG and EFG Bank, Hong Kong Branch; and
- to do all other acts and things and sign all other documents which may be required or which the Attorney reasonably considers necessary or desirable in connection with the Lehman Bar Date Order.

The Attorney may at any time appoint one or more persons to act as a substitute attorney for the Company in his place with power to exercise all or any of the powers conferred on the Attorney by this Power of Attorney other than the power to appoint a substitute attorney. Any such appointment of a substitute attorney may be revoked by the Attorney at any time.

The authority conferred on the Attorney by this Power of Attorney shall terminate on 3 November 2009.

This Power of Attorney is governed by, and shall be construed in accordance with the laws of Switzerland under the exclusion of conflict-of-laws rules.

27 October 2009

EFG Bank AG

- Fry - C7

Name: Fred Link Title: Seneral Counsel

Name: Isabel Faragalli
Title: First Vice President

ATTACHMENT TO PROOF OF CLAIM OF EFG BANK AG IN THE CHAPTER 11 CASES OF LEHMAN BROTHERS HOLDINGS, INC.

A. Introduction

- 1. On September 15, 2008 (the "Petition Date"), Lehman Brothers Holdings Inc. ("LBHI") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Subsequently, eighteen (18) additional affiliates of LBHI (together with LBHI, the "Debtors") filed voluntary petitions for relief in the Bankruptcy Court. These cases are being jointly administered for procedural purposes before Judge James M. Peck as Case No. 08-13555.
- 2. On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") (Docket No. 4271). The Bar Date Order, among other things, established November 2, 2009, at 5:00 p.m. (prevailing Eastern Time) (the "Securities Program Bar Date") as the last date and time for each person or entity to file a proof of claim based on securities issued by the Debtors or one of the Debtors' affiliates outside of the United States, which is identified on http://www.lehman-docket.com under the heading "Lehman Program Securities" (each, a "Lehman Program Security" and collectively, the "Lehman Program Securities"). In accordance with the requirements relating to Lehman Program Securities under the Bar Date Order, EFG Bank AG (the "Claimant") hereby files this Lehman Program Security Proof of Claim.

B. <u>Claim Arising Under Lehman Program Securities</u>

- 3. The Claimant is the holder or authorized representative of the holder of Lehman Program Securities. The International Securities Identification Number ("ISIN") identifying each Lehman Program Security, along with the respective Euroclear electronic instruction reference number or Clearstream blocking reference number or other depository blocking reference number is detailed on the spreadsheet attached hereto as Exhibit A.
- 4. The Claimant asserts a claim (the "Claim") for each Lehman Program Security in the aggregate liquidated amount as set forth on Exhibit A as of the Petition Date, plus any and all other interest, costs, fees, expenses, or additional amounts due and owing under the documents associated with each Lehman Program Security, including the terms and conditions and pricing supplements for each issuance, and under applicable law. Exhibit A sets forth the aggregate amount of the claim for each Lehman Program Security in US Dollars as of September 15, 2009, as required by the Bar Date Order. Claimant reserves the right to assert that a different currency or exchange rate is applicable to the claim.

C. Guaranty Claim

- 5. To the extent that a Lehman Program Security has been issued by an affiliate of the Debtors outside the United States with a related guaranty issued by LBHI, the Claimant has and asserts a claim against LBHI based on amounts owed pursuant to the promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance (the "Guaranty").
- 6. In reliance on pg. 14, subparagraph (h) of the Bar Date Order, the Claimant does not intend to complete a Guarantee Questionnaire (as that term is defined in the Bar Date Order) on account of its Guaranty Claim.

D. Reservation of Rights

- 7. The Claimant reserves the right to file a proof of claim or other evidence of its indebtedness in any pending or future proceeding in another jurisdiction arising out of either the Lehman Program Security or the Guaranty. The Claimant's filing of this Proof of Claim is without prejudice to its right to assert substantially similar claims in the insolvency proceedings relating to any of the Debtors' affiliates in other jurisdictions.
- 8. To the extent that the Debtors assert claims against the Claimant of any kind, the Claimant reserves the right to assert that such claims by the Debtors are subject to rights of setoff or recoupment, which rights may be treated as secured claims under the Bankruptcy Code. To the extent that the Debtors or any other party take any action that would give rise to a counterclaim, cross claim or other claims against the Debtors, the Claimant reserves all rights to assert such claim.
- 9. The Claimant reserves the right to (i) amend, clarify, modify, update or supplement this Proof of Claim at any time and in any respect, including without limitation to assert additional claims and requests for payment or additional grounds for its claims, or to specify the amount of the Claimant's contingent, unmatured or unliquidated claims as they become non-contingent, matured or liquidated; (ii) file additional proofs of claim at any time and in any respect; or (iii) file a request for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503(b) and 507(a). By virtue of the filing of this Proof of Claim, the Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtors based upon alternative legal theories.

- 10. By filing this Proof of Claim, the Claimant does not waive, and specifically preserves, its procedural and substantive defenses to any claim that may be asserted against it by the Debtors, by any trustee of their estates, by any official committee appointed in these chapter 11 cases, or any other party.
- 11. The Claimant also reserves all rights accruing to it against the Debtors, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies or (b) a waiver or limitation of any rights of the Claimant. The Claimant reserves the right to withdraw this Proof of Claim with respect to any claims for any reason whatsoever.
- 12. This Proof of Claim shall not be deemed to be a waiver of the Claimant's right (i) to have final orders in non-core matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, set-offs, or recoupments to which the Claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments the Claimant expressly reserves.
- 13. By the filing of this Proof of Claim, the Claimant does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

D. Notices

14. All notices regarding this Proof of Claim should be sent to:

EFG Bank AG Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland Attn: Isabel Faragalli

with a copy to:

Greenberg Traurig LLP 200 Park Avenue New York, NY 10166 Attn: Maria DiConza

15. Pursuant to pg. 14, subparagraph (i) of the Bar Date Order, the Claimant does not attach to this Proof of Claim or otherwise submit any documentation supporting the claim under the Lehman Program Security.

NY239,760,703v3

| Currency (CCY) | ISIN CODE | Clearstream Blocking Number (#) | Principal to Claim in Local Currency | Accrued Interest to Claim in Local Currency | Principal to Claim in USD (as at 09/15/2008) | Accrued Interest to Claim in USD | Total Claim in USD |
|----------------|--------------|------------------------------------|---|--|--|----------------------------------|--------------------|
| EUR | ANN5214A7313 | CA58234 | 13:373 | N/A | 19047 | N/A | 19047 |
| EUR | CH0027120770 | CA58236 | 120 | NA | 171 | N/A | 121 |
| EUR | XS0176153350 | CA58237 | 150'000 | 2790 | 213'645 | 3974 | 217/619 |
| EUR | XS0185349916 | CA58238 | 2035000 | NA | 2'898'451 | NIA | 2'898'451 |
| asn | XS0166883798 | CA58239 | 307287 | NA | 307/287 | N/A | 307287 |
| EUR | XS0189741001 | CA58287 | 541,000 | 2693 | 770'546 | 7965 | 778'511 |
| EUR | XS0193035358 | CA58291 | 14.000 | 49 | 19940 | 69 | 50.003 |
| USD | XS0204933997 | CA74140 | 75.000 | 1369 | 75.000 | 1.369 | 76369 |
| EUR | XS0205185456 | CA58293 | 50,000 | 261 | 71215 | 372 | 71'587 |
| OSD | XS0207884379 | CA36175 | 20.000 | N/A | 90.000 | N/A | 20.000 |
| EUR | XS0208459023 | CA58294 | 30.00 | 425 | 42729 | 909 | 43334 |
| EUR | XS0210782552 | CA67433 | 12.000 | 264 | 17.092 | 376 | 17'468 |
| EUR | XS0213629487 | CA67434 | 60,000 | NIA | 85.458 | N/A | 85.458 |
| OSN | XS0216140094 | CA67435 | 120'000 | 229 | 120'000 | 229 | 120'677 |
| EUR | XS0216304458 | CA67436 | 125'000 | 2.965 | 178038 | 4.223 | 182'261 |
| EUR | XS0229584296 | CA67444 | 320.000 | 22,362 | 455776 | 31'851 | 487'627 |
| EUR | XS0252835110 | CA67483 | 250'000 | 1.471 | 356'075 | 2096 | 358171 |
| CHF | XS0261032238 | CA67804 | 1,000 | NIA | 9111 | NIA | 1116 |
| OSO | XS0277470943 | CA67832 | 225000 | N/A | 225'000 | N/A | 225'000 |
| EUR | XS0284114567 | CA74141 | 700'000 | NIA | 010766 | NA | 010.266 |
| SEK | XS0293731914 | CA92121 | 440.000 | N/A | 980.59 | N.A | 90.59 |
| asn | XS0299103084 | CA67884 | 100'000 | N/A | 100000 | N/A | 100.001 |
| SEK | XS0299624568 | CA87909 | 9,000,000 | NIA | 1'331'499 | N/A | 1.331'499 |
| EUR | XS0301365945 | CA74145 | 760'000 | NIA | 1.082'468 | NA | 1,082,468 |

| Total Claim in USD | (35 at 09/15/2008) | 1,666431 | 213645 | 1,100,984 | 3,854,000 | 2'488'252 | 1,424,300 | 75'000 | 110'000 | 128'366 | 2.000.000 | 3'496'657 | 284'860 | 2.050,000 | 200.000 | 200.000 | 57'588'321 |
|--|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Accrued Interest to Claim in USD | N/A | N/A | N/A | A.M. | N/A | N/A | N/A | NIA | NIA | 4/N | ΑW | N/A | N/A | AN | A/N | V/N | 131'855 |
| Principal to Claim in USD fas at 09/15/20081 | 1,530,922 | 11666431 | 213'645 | 1,100.984 | 3.854.000 | 2'488'252 | 1'424'300 | 75,000 | 110000 | 128366 | 2,000,000 | 3'496'657 | 284'860 | 2,020,000 | 200,000 | 200,000 | 57.456.466 |
| Accrued Interest to Claim in Local Currency | NIA | NIA | NA | NA | N/A | NIA | N.A | NIA | N/A | N/A | NIA | NIA | N/A | NA | ANA | NIA | TOTAL IN USD |
| Principal to Claim in Local Currency | 1.530:922 | 1.170'000 | 150'000 | 773'000 | 3.854,000 | 1747'000 | 1,000,000 | 75.000 | 110'000 | 1,000,000 | 2000:000 | 2'455'000 | 200,000 | 2050000 | 200,000 | 200.000 | |
| Clearstream Blocking Number (#) | CA69311 | CA91763 | CA36371 | CA69312 | CA69314 | CA69316 | CA69317 | CA69319 | CA69324 | CA69325 | CA69327 | CA69328 | CA69329 | CA69330 | CA69332 | CA69335 | |
| ISIN CODE | XS0339408238 | XS0339408584 | XS0339537390 | XS0342406716 | XS0344556864 | XS0344557839 | XS0345061591 | XS0346438061 | XS0346466781 | XS0349512094 | XS0350764337 | XS0351766836 | XS0364438639 | XS0368988522 | XS0382037975 | XS0384358485 | |
| Currency (CCY) | OSO | EUR | EUR | EUR | OSD | EUR | EUR | asn | dsn | HKD | asn | EUR | EUR | asn | asn | asn | |

Exhibit A to Proof of Claim of EFG Bank AG Exchange Rates (as at 09/15/2008)

EXCHANGE RATES (AS AT 09/15/2008)

| Type of Currency (CCY) | Abbreviation | Rate |
|------------------------|--------------|---------|
| Euro | EUR | 1.4243 |
| Swiss Franc | 분 | 1.1159 |
| Swedish Kronor | SEK | 6.759 |
| Czech Kronor | CZK | 16.8870 |
| Australian Dollar | AUD | 0.806 |
| Hong Kong Dollar | HKD | 7.790 |
| United States Dollar | OSD | 1.000(|

H

RECEIVED BY:

EXHIBIT B

[Executed Evidence of Transfer of Claim]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, EFG Bank AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest in 68.02444% (USD 2,378,581.34) of the USD 3,496,657 claim relating to the security with ISIN XS0351766836 specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55837 filed by or on behalf of EFG Bank AG (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other holders of Lehman Program Securities of a similar nature.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- Selfer shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this _A day of December 2010.

Barclays Bank PLC

Namer Title Managing Director

745 Seventh Ave New York, NY 10019 EFG Bank AG

Name: OLIVIE

[address] [city, state, zip]

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Transferred Claims

68.02444% being USD 2.378,581.34 of USD 3,496,657 (the outstanding amount of the Proof of Claim #55837 dated 28 October 2009 relating to the security referred to below with ISIN XS0351766836).

Lehman Programs Securities to which Transfer Relates

Purchased Claim

| Description of Security | ISIN/CUSIP | Issuer | Guarantor | Principal/Notional Amount | Coupon | Maturity | Accrued Amount (as of Proof of Claim Filing Date) |
|--|--------------|--|-------------------------------------|--|--------|----------------|---|
| Issue of EUR 3,345,000 Index- Linked Redemption Notes due March 2013 relating to a Basket of Indices Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$100,000,00 0,000 Euro Medium- Term Note | XS0351766836 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 1,670,000 of EUR 2,455,000 (Equivalent to FX 1,4243 USD 2,378,581.34 of USD 3,496,657) | N/X | March 18, 2013 | N/A |

Schedule 1-1